

INSPECTION OF SERVICES

[CT, FP –NR&D, FP – R&D – 09/04] [FAR 52.246-3 – 05/01]

- (a) Definition. "Services," as used in this Article, includes services performed, workmanship, and material furnished or utilized in performance of services.
- (b) The Subcontractor shall provide and maintain an inspection system acceptable to JPL covering the services under this Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to JPL during Subcontract performance and for as long afterwards as the Subcontract requires.
- (c) JPL has the right to inspect and test all services called for by the Subcontract, to the extent practicable at all times and places during the term of the Subcontract. JPL shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If JPL performs inspections or tests on the premises of the Subcontractor or a First-tier Subcontractor, the Subcontractor shall furnish, and shall require First-tier Subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient performance of those duties, without additional charge, or if this is a cost reimbursement Subcontract, without additional fee.
- (e) If any of the services do not conform to Subcontract requirements, JPL may require the Subcontractor to perform the services again in conformity with Subcontract requirements, at no increase in Subcontract amount, or, if this is a cost-reimbursement Subcontract, for no additional fee. When the defects in services cannot be corrected by reperformance, JPL may:
 - (1) Require the Subcontractor to take necessary action to ensure that future performance conforms to Subcontract requirements; and
 - (2) Reduce the Subcontract price, or, if this a cost-reimbursement Subcontract, reduce any fee payable under the Subcontract, to reflect the reduced value of the services performed.
- (f) If the Subcontractor fails to promptly perform the services again or to take the action necessary to ensure future performance in conformity with Subcontract requirements, JPL may:
 - (1) By Subcontract or otherwise, perform the services and charge to the Subcontractor any cost incurred by JPL that is directly related to the performance of such service; or
 - (2) Terminate the Subcontract for default.